

Administrative Office:

1-718-713-8197



First and Last Initial & last 7 of VIN
AGREEMENT NUMBER

POWERSPORT VEHICLE SERVICE AGREEMENT

REGISTRATION PAGE

Vehicle Information:					
Vehicle Type <input type="checkbox"/> On Road Motorcycle <input type="checkbox"/> Scooter <input type="checkbox"/> Utility Vehicle <input type="checkbox"/> All -Terrain Vehicle <input type="checkbox"/> Personal Watercraft					
Year	Make	Vehicle Model	Vehicle/Hull ID Number	<input type="checkbox"/> New <input type="checkbox"/> Used	
Engine Size	Vehicle Class #	Odometer/Hour Meter Reading	Vehicle Purchase Date	Vehicle Purchase Price	
Purchaser Information:					
Last Name Initial		First Name	Middle	E- Mail Address	
Address		City	State	Zip	Telephone
Dealer/Seller Information:					
Dealer/Seller Name				Telephone	
Address			City	State	Zip Code
Lienholder Information:					
Lienholder Name				Telephone	
Address		City	State	Zip Code	
Agreement Information:					
Coverage Level (You may select (✓) only one coverage. See Covered Parts Section for details) <input type="checkbox"/> VALUE <input type="checkbox"/> COMPLETE				Agreement Term (Months)	
<input checked="" type="checkbox"/> \$100 DISAPPEARING DEDUCTIBLE (Included with VALUE & COMPLETE Coverage) (\$0 Deductible Payment required at the Dealer's repair facility all other repair facilities \$100 deductible applies)					
Agreement Purchase Price			Agreement Purchase Date		
Acceptance of Terms, Conditions and Coverage					
This Agreement is between You and Administrator/Obligor and describes the Coverage Level for the Agreement Term selected above. You (the undersigned) hereby apply for a Vehicle Service Agreement (" Agreement ") providing mechanical repair or replacement service covering the Vehicle Model listed above. Your signature below means You have read and fully understand the Agreement Term , Coverage Level, Terms and Conditions and Exclusions of this Agreement . You acknowledge Your understanding of and agree to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section in this Agreement . Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section for opt-out instructions. This Agreement is based on information You provided in this Declarations Page . You acknowledge Your understanding of the limited applicability of the federal Magnuson Moss Warranty Act as set out in this Agreement . You acknowledge any Misrepresentation may result in the denial of a claim . You further understand that this Agreement is not required to obtain financing for the Vehicle , Your acceptance of this coverage under this Agreement is voluntary, and You are responsible for paying the Deductible for each repair visit, as selected in the Agreement Information section above. This Agreement is based on information You provided in this Registration Page. You acknowledge receipt of Your copy of this Agreement .					
Purchaser Signature		Purchase Date		Dealer / Seller Representative – Signature	

WHITE: ADMINISTRATOR COPY YELLOW: DEALER COPY PINK: FINANCIAL INSTITUTION COPY WHITE: CUSTOMER COPY

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. FOR ROADSIDE ASSISTANCE OR TO FILE A CLAIM CALL: TOLL FREE 718-713-8197

This is not a vehicle liability insurance Agreement. This is not a vehicle physical damage insurance Agreement.

I. DEFINITIONS

The following words whether capitalized or in bold have the following meaning throughout this **Agreement**.

Administrator: HEADSTART WARRANTY GROUP, 14114 North Dallas Pkwy, Ste 600, Dallas, TX 75254.

Agreement – this Vehicle Service **Agreement** providing mechanical repair or replacement service which is a contract between **You** and **Us**.

Cost: The reasonable and customary charges for parts and labor necessary to repair or replace a covered part. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time allowance publications. The maximum labor rate per hour cannot exceed One Hundred dollars (\$100) for VALUE plan and One Hundred Twenty-Five (\$125) for the COMPLETE plan. Applicable taxes assessed to the **Cost** will be covered, according to the terms and conditions herein.

Agreement Term – the number of Months (selected in the **Registration Page**) the **Agreement** is in force provided the appropriate fee is paid and received by **Us**.

Covered Part – an item listed as a Covered Part, based on the coverage **You** selected, as defined in the section titled "Covered Parts".

Covered Breakdown, Breakdown, and Mechanical Breakdown – the event caused by the total failure of any Covered Part to work as it was designed to function in normal service.

Dealer/Seller – the retail Seller of this **Agreement** to **You** by the **Dealer/Seller** listed in the **Dealer/Seller** Information section on the **Registration Page**.

Deductible – the amount **You** must pay for covered repairs per visit as indicated in the **Agreement** Information Section of the **Registration Page**. If **You** selected the one hundred dollars (\$100) Disappearing Deductible option, **Your** deductible is reduced to zero dollars (\$0) per repair visit when the repair is performed at the **Dealer**, one hundred dollar (\$100) deductible applies to all other repair facilities.

Vehicle – the **Vehicle** identified by the Vehicle/Hull Identification Number (VIN) listed on the **Registration Page** of this **Agreement**.

Obligor/Service Agreement Provider ("We", "Us", "Our") – the entity obligated to perform under this **Agreement**. The **Obligor** is HEADSTART WARRANTY GROUP, 14114 North Dallas Pkwy, Ste 600, Dallas, TX 75254, except in Oklahoma. In Oklahoma, the **Obligor** is Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, 800-888-2738. License No. 44200929.

Pre-existing Conditions – a condition that existed prior to the purchase of the **Agreement**.

Repair Visit – one or more Mechanical Covered Breakdown related in time or cause.

You, and Your (Agreement Holder) – the person listed in the Purchaser Information section of the **Registration Page**.

II. COVERED PARTS

The following is a list of Covered Parts based on the Coverage selected on the **Registration Page** of this **Agreement**. Covered Parts are listed by the **Vehicle** system to which they apply.

VALUE MOTORCYCLES:

Engine: All internally lubricated parts contained within the engine; valve covers; intake manifolds; oil pump; valves; engine mounts; cylinder head(s); engine block/crankcase and cylinder barrels.

Water Pump: Impeller shaft; bushings; bearings and housing.

Transmission: Internally lubricated parts contained within the transmission; gears; bearings; internal drive gears; transmission case. Clutch assembly and cables are NOT covered.

Primary Drive: Internally lubricated parts (excluding clutch and hub assemblies) contained within the primary drive case; gears; bearings; internal drive gears and chains; internal selector mechanism; and case.

Drive Assemblies (Shaft Driven Motorcycles): Differential housing; transaxle housing; final drive housing; internally lubricated parts; axle shaft(s); constant velocity joints; universal joints; drive shafts; locking hubs; hub bearings; locking rings; supports; retainers and bearings.

Suspension, Front and Rear: Internally lubricated parts within the forks/fork tubes and front hub; swing arm bearings or bushings; front and rear wheel bearings; swing arm; upper and lower control arms; ball joints; kingpins; bushings and spindle.

Steering: Upper and lower steering stem bearings and bushings; axle; steering stem; handlebar; steering stem nut and rod ends; steering stem shaft.

Brake: Brake backing plates; brake hubs; disc rotors; calipers; master cylinder assembly; hydraulic lines and fittings; drum brake actuating cam; securing hardware.

Electrical: Alternator; starter assembly; manually operated switches; cooling fan motor; wiring harness; ignition coil(s); rectifier; stator assembly; rotor assembly; CDI control box/electronic ignition control module; magneto; electronic fuel injection control module and voltage regulator.

Gauges: All factory instrumentation (mechanical and electronic) and electronic instrument sensors. Light bulbs are not covered.

Fuel: Petcock; fuel lines and fittings; fuel pump and housing; diaphragms; springs; valves; and actuating lever.

Seals & Gaskets: For all Covered Parts listed for the VALUE Plan.

Touring Bike Additional Coverage: Intercom - Transmitter/receiver, headset, microphone, splitter, console pad, cables and jacks; Audio Entertainment - Receiver, CD player, navigation system, audio jacks, MP3 player, alarm system; Fairing Hardware - Mounting hardware, brackets, switches, covers, latches and hinges; Saddlebag/Travel Trunks - Bags, travel trunks, latches, hinges and mounting hardware; Sidecar Hardware - Mounting hardware, hub, spindle, wheel bearings, brake rotor, caliper, lines and fittings, suspension, latches and hinges.

VALUE ATV,UTV,SCOOTER:

Engine: All internally lubricated parts contained within the engine; valve covers; intake manifolds; oil pump; valves; engine mounts; cylinder head(s); engine block/crankcase and cylinder barrels.

Water Pump: Impeller shaft; bushings; bearings and housing.

Transmission: Internally lubricated parts contained within the transmission; gears; bearings; internal drive gears; transmission case. Clutch assembly and cables are NOT covered.

Primary Drive: Internally lubricated parts (excluding clutch and hub assemblies) contained within the primary drive case; gears; bearings; internal drive gears and chains; internal selector mechanism; case.

Drive Assemblies (Shaft Driven Powersport Vehicles): Differential housing; transaxle housing; final drive housing; internally lubricated parts; axle shaft(s); constant velocity joints; universal joints; drive shafts; locking hubs; hub bearings; locking rings; supports; retainers and bearings.

Suspension, Front and Rear: Internally lubricated parts within the forks/fork tubes and front hub; swing arm bearings or bushings; front and rear wheel bearings; swing arm; upper and lower control arms; ball joints; kingpins; bushings and spindle.

Steering: Upper and lower steering stem bearings and bushings; axle; steering stem; steering stem nut and rod ends; steering stem shaft, handlebar.

Brakes: Brake backing plates; brake hubs; disc rotors; calipers; master cylinder assembly; hydraulic lines and fittings; drum brake actuating cam; securing hardware.

Electrical: Alternator; starter assembly; manually operated switches; cooling fan motor; wiring harness; ignition coil(s); rectifier; stator assembly; rotor assembly; CDI control box/electronic ignition control module; magneto; electronic fuel injection control module and voltage regulator.

Gauges: All factory instrumentation (mechanical and electronic) and electronic instrument sensors. Light bulbs are not covered.

Fuel: Petcock; fuel lines and fittings; fuel pump and housing; diaphragms; springs; valves; and actuating lever.

Seals & Gaskets: For all Covered Parts listed for this VALUE Plan.

VALUE- PERSONAL WATERCRAFT:

Engine: All internally lubricated parts including pistons; piston rings and pins; crankshaft and main bearings; connecting rods and rod bearings; reed valves and reed blocks; cylinder head(s); and crankcase.

Lubrication: Complete oil injection system; oil pump; oil injection gear; oil tank; oil cap; oil level sensor; and oil lines.

Fuel: Fuel tank; petcock; and fuel lines.

Drive Line: Drive shaft; bushings; bearings; and flywheel.

Pump: Internally lubricated parts within the pump housing; housing; bearings; impeller; and bushings.

Controls: Starter and choke primer switches; run and stop switches; throttle control handle; throttle cable; and ignition switch.

Steering: Steering control assembly; steering gate; rudder; and nozzle (excluding cables).

Electrical: Alternator; starter; starter solenoid; ignition coil(s); rectifier; stator assembly; CDI control module; electronic ignitions module, voltage regulator; electronically operated gauges; and wiring harness.

Seals and Gaskets: For all Covered Parts listed for this VALUE Plan.

COMPLETE - ALL VEHICLES:

COMPLETE coverage provides exclusionary coverage for the Vehicle listed on the Registration Page. Exclusionary coverage means We will cover the necessary Costs of repairs for any Breakdown to Your Vehicle, less payment of the Deductible amount per repair visit, except for terms listed and parts under Section VII – Exclusions- What this Agreement Does Not Cover. Included in this coverage is the replacement of covered components resulting from the gradual reduction in performance due to normal wear and tear and use, when the wear exceeds the manufacturer's specifications

III. ADDITIONAL COVERAGES

RENTAL REIMBURSEMENT: Rental reimbursement benefits applies to on-road motorcycles and scooters only. If the **Vehicle** requires repair due to a Breakdown, even when that part is covered by a factory warranty, **We** will reimburse **You** for actual substitute transportation expenses incurred up to forty dollars (\$40.00) per day for each day the **Vehicle** is undergoing covered repairs for a maximum of five (5) days per occurrence. Reimbursement for substitute transportation will not continue beyond the day on which the repairs are completed or the day that **You** are notified of the completion of the repair. For delays caused by inspections or parts availability, a substitute transportation allowance will be made for up to forty dollars (\$40.00) for two (2) additional days. To receive reimbursement, **You** must submit receipts from a licensed rental agency and Dealer's invoice to **Us**. The total benefit per occurrence, including the substitution transportation allowance of two (2) additional days (if applicable) will not exceed two hundred eighty dollars (\$280.00).

VEHICLE PICKUP BENEFIT: In the event of a covered Breakdown, **We** will reimburse **You** up to fifty dollars (\$50.00), for reasonable pickup and delivery charges associated with having **Your** Vehicle taken to a repair facility. **We** will require an itemized repair work order, with **Your** signature, to process reimbursement for pickup fees. **This benefit is for off-road ATV's, UTV's and Personal Watercraft vehicles only.**

DEDUCTIBLE REIMBURSEMENT: If **You** are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this **Agreement** will reimburse **You** for such deductible if the Breakdown would have been covered by this Contract. The maximum benefit per each covered Breakdown deductible reimbursement will be one hundred dollars (\$100.00). To receive reimbursement, **You** must submit documentation to **Us** showing **Your** payment of the applicable deductible.

KEY REPLACEMENT REIMBURSEMENT: If the **Vehicle's** keys are lost or become inoperable, **We** will reimburse **You** for the cost of a replacement key not to exceed one hundred dollars (\$100.00) per occurrence. If the key is inoperable due to a failed battery, reimbursement is limited to the cost of the battery and installation. To receive reimbursement, **You** must submit to **Us** showing **Your** payment of the replacement key cost.

IV. ROADSIDE ASSISTANCE

Roadside Assistance benefits are provided to **You** for the term of the **Agreement** for up to one hundred dollars (\$100.00) per occurrence for on-road vehicles only. **You** are entitled to one (1) Roadside Assistance service per 72 hours. To receive these benefits, **You** must call the **Administrator 718-713-8197** prior to receiving assistance and provide the representative **Your Agreement** number found on the top right corner of the **Registration Page**. Roadside Assistance benefits are only available while this **Agreement** is in effect. The following benefits are available:

(1) **Towing** – When towing is necessary, the **Vehicle** will be towed to the nearest qualified facility or a location of **Your** choosing subject to a fifteen (15) mile limit. Charges for mileage in excess of fifteen (50) miles are **Your** responsibility. Towing costs are subject to the per occurrence limit above, any additional costs will be **Your** responsibility and payment will be expected at time service is rendered. **You** must be with **Your Vehicle** at the time of pick-up.

(2) **Battery Service** – If a battery failure occurs, a jump start will be applied to start the **Vehicle**.

(3) **Flat Tire Assistance** – **Vehicle** will be towed to the nearest service facility subject to the benefit limitations for Roadside Assistance Towing.

(4) **Emergency Fluid Delivery Service** – An emergency supply of up to three (3) gallons of gasoline; oil, fluid or water will be delivered to **You** if the **Vehicle** is in immediate need. **You** are responsible for and must pay for the fuel or other fluids when it is delivered.

(5) **Lost/Damaged key** – If the **Vehicle's** keys are lost or become inoperable, the **Vehicle** will be towed to the nearest qualified facility or a location of **Your** choosing subject to a fifteen (15) mile limit. Charges for mileage in excess of fifteen (15) miles are **Your** responsibility.

V. TERMS AND CONDITIONS

This **Agreement** is subject to the following terms and conditions. **No alterations, changes or waivers of provisions may be made to this Agreement.** The benefits available under this **Agreement** are strictly provided to **You** for repairs to the covered components.

1. This **Agreement** is between the **Purchaser** of the **Agreement (You)** and the **Obligor** and applies only to the **Vehicle** identified in the **Registration Page** under the Vehicle Information section. In no event will the **Administrator** be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this **Agreement**.
2. **Agreement Period** – The coverage for **You** used **Vehicle** begins on the **Agreement Purchase Date** as indicated on the **Registration Page** and expires on the passing of the number of months selected. The coverage for **Your** Vehicle identified as the **Vehicle** Model on the **Registration Page** on the **Agreement Sale Date** begins on the **Agreement** Sale Date, or factory warranty expiration date, regardless of the In-Service Date.
3. **Limit of Liability** - **Our** maximum liability for Coverage is the **Cost** to repair any covered **Breakdown** as per the terms of this **Agreement**. The total of benefits payable for the Term of the **Agreement** will not exceed the lesser of: original **Vehicle Purchase Price** as shown on the **Registration Page** or the NADA Guide for trade-in value of the **Vehicle** at the time of repair.
4. **Odometer** – **Your** odometer/hour meter must function and display at all times. A non-working odometer/hour meter, display or cluster containing the odometer/hour meter, or odometer/hour meter that has been stopped, altered or misrepresents the actual mileage/hours voids the **Agreement** without cancellation. No refund will be paid (if applicable).
5. **You** are responsible for properly maintaining the **Vehicle** in accordance with the manufacturer's specifications and to protect against further damage from continued operation or damage from overheating.
6. **Coverage** is limited to the repair or replacement of any covered component found to be defective beyond manufacturer's specifications, which includes covered components listed on a Manufacturer's Technical Service Bulletin which has caused or created a **Breakdown** as defined in this **Agreement**. Repairs will be made whenever possible, **We** reserve the right to make repairs replacements using parts that include new, remanufactured, used or non-original equipment manufactured parts; all parts will conform to manufacturer's specifications.
7. **Breakdown** of a covered component must occur while the **Agreement** is in force.
8. **Administrator** will make arrangements for payment in the amount of the authorized amount less related charges not covered by the **Agreement**, less **Your Deductible** per repair visit, if applicable.
9. **You** must provide **Your Agreement** number when contacting the **Administrator**.
10. **Obligor** does not allow any third party to create any obligation or liability in connection with this **Agreement** or denial of a claim.
11. The **Dealer/Seller** is not an agent of the **Administrator**.
12. **Notice to Consumers:** Purchase of this **Agreement** is not required to purchase or finance a **Vehicle**. The terms of this **Agreement** control the **Agreement** between **You** and **Us**. No change or modification to the written terms is valid. This **Agreement** is based on information **You** provided in the **Registration Page**. Misrepresentation in the **Registration Page** will result in rejection or cancellation of this **Agreement**. If a provision of this **Agreement** is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the validity or enforceability in that jurisdiction of any other provision of this **Agreement**.
13. **Subrogation:** If **You** receive benefits under this **Agreement** and **You** have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to **You** for costs, repairs or services under this **Agreement**, **Your** rights to recover automatically become **Our** rights to recover. If **We** ask, **You** agree to cooperate with **Us** in any matter concerning this **Agreement** or, to enforce **Our** rights.
14. Coverage is limited to **Breakdowns** which occur during the **Agreement** Term. This **Agreement** applies only to repairs occurring within the continental United States of America, Alaska, Hawaii or Canada.

VI. CLAIM PROCEDURES

Claims Procedures:

Filing a Claim –

You are responsible for all expenses and repair costs if it is determined that the Breakdown is not covered under this Agreement. If Your Vehicle incurs a Breakdown, it is Your responsibility to ensure that You and a licensed repair facility follow the procedures listed below.

If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

1. **Prevent Further Damage** – Take immediate action to protect Your Vehicle from further damage. Your Agreement will not cover the damage caused by not securing a timely repair when a Breakdown has occurred. You are responsible for observing Your Vehicle warning lights and gauges and taking appropriate action immediately to prevent further damage. Failure to do so may result in the denial or the limitation of coverage.
2. **Take Your Vehicle to any licensed repair facility.** If You are within fifty (50) miles of the Dealer/Seller, We recommend that You return to the Dealer/Seller for repairs. Your Vehicle must be at a repair facility for a claim to be submitted. If You need assistance in locating a repair facility, contact the Administrator at 888-964-1899. If Your Vehicle requires towing to the Repair Facility the Towing reimbursement is limited to fifteen (15) miles. Costs for mileage in excess of fifteen (15) miles will be Your responsibility.
3. **Provide Repair Facility with a copy of Your Agreement and/or Your Agreement Number.**
4. **Repair Authorization** – Prior to any repair being made, the Repair Facility must contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain an authorization for the claim. The Administrator's Claim Department can be contacted at 888-964-1899. No repairs are to be made on Your Vehicle until an authorization number is issued by the Administrator. Any claim for repairs without prior authorization will not be covered.
If You require emergency repairs, or services outside of Our regular business hours, You may take one of the following steps: (1) Wait until regular business hours and then follow the normal claim procedures, (2) authorize and pay for any teardown or diagnostic time needed to determine whether You have a covered Breakdown. If You reasonably determine that You have a covered Breakdown and You choose to have Your Vehicle repaired, You are responsible for paying for the repair. You must then call the Administrator during the next available business hours so the Administrator can determine whether there was a covered Breakdown. If the Administrator determines that there was a covered Breakdown, then We will pay You in accordance with the terms and conditions of this Agreement.
5. **Authorize Tear-Down** – You Authorize the Repair Facility to perform necessary diagnostic work and provide "teardown (to the cause of Breakdown)" authorization so that the repair facility can provide accurate diagnosis and estimate of repairs. Benefit amount paid is subject to whether the Breakdown is the result of a covered component. See the plan You purchased for further details.

6. Allow the Administrator to inspect Your Vehicle prior to any repairs being made on behalf of the Obligor.
7. After investigating Your Vehicle's component Breakdown, in case of a discrepancy in findings, the Obligor reserves the right to have repairs done at a location other than the one You have selected.
8. Payment of Claims - To obtain payment for a covered repair, You, or the repair facility must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, and contain the following information: repair facility name, address and phone number, Your name, address and phone number, repair diagnosis, parts and labor hours, authorization number, Vehicle/Hull Identification Number, Vehicle mileage, year, make and model. Authorization number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid authorization number. The authorization number is valid for 180 days from the date it is issued. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment. Payment will be made by credit card to the repair facility upon receipt of the required documentation above.

VII. EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

All parts not specifically listed under Covered Parts are not covered under this Agreement. In addition, this Agreement provides no benefits or coverage and We have no obligation under this Agreement for:

1. Damage, failure or Breakdown of any Covered Part which was not in good, safe working order, structurally intact, damaged or was missing parts on the effective date of this Contract;
2. Damage, failure or Breakdown which was caused by a condition or exacerbated by a condition existing prior to the purchase of this Contract;
3. Damage, failure or Breakdown of: (a) a Covered Part caused by the failure of a non-covered part; or (b) of a non-covered part caused by the failure of a Covered Part.
4. Loss or expense arising from repairs performed without Our prior authorization.
5. Damage, failure or Breakdown occurring after You no longer own the Vehicle.
6. Damage, failure or breakdown of a non-covered part. However, at Our sole discretion We may authorize the repair, replacement, adjustment or alignment of a non-covered part when required in conjunction with a covered repair.
7. Damage, failure or Breakdown of a replacement part not originally supplied by the Vehicle manufacturer, unless it is of a kind and quality compatible with the Vehicle manufacturers design specifications and wear tolerances.
8. Damage or failure to any part which does not meet the definition of a Breakdown as defined in in the Definitions section of this Agreement or any part which has not failed or resulted in a verifiable Breakdown but is replaced based on the manufacturer's or the repair facility's recommendation.
9. Damage, failure or Breakdown caused by improper previous repair, improper servicing, lack of proper type and amount of fuel, fluids, coolants and/or lubricants, sludge buildup, foreign object, carbon, fluid contamination, fuel contamination, oil contamination, water contamination, poor quality fuel, lack of oil viscosity, improper fuel mixture, restricted oil flow, oil additives, improper maintenance, freezing, rust, corrosion, Your failure to maintain the Vehicle as recommended by the Vehicle manufacturer or Your failure to store the Vehicle as recommended by the Vehicle manufacturer or take reasonable precaution to protect the Vehicle from the elements.
10. Damage, failure or Breakdown caused by acts of God, natural disaster, accident, civil commotion or riot, war (whether or not declared) nuclear contamination, collision (including roadbed collision) or upset, glass breakage, earthquake, explosion, falling objects, fire or smoke, flood and/or water intrusion, theft or larceny, vandalism, windstorm, animals (including pets), hail, lightning, malicious mischief, and/or other external forces or events.
11. Damage, failure, Breakdown, loss or expense resulting directly or indirectly from any intentional, dishonest, fraudulent, criminal or illegal acts, negligence, abuse, excessive use or misuse committed by You, Your employee or agent, or occurring during repossession by the Finance Company or its representative.
12. Damage, failure, Breakdown, loss or expense resulting directly or indirectly from Your failure to follow the manufacturer's guidelines for the Vehicle including use of the Vehicle in a manner not recommended by the manufacturer or in a way that exceeds the manufacturer's recommendations,
13. Damage, failure or Breakdown caused by Your failure to take or cause to be taken, reasonable precautions to prevent damage when an apparent problem exists (e.g. change in engine temperature, unusual noises, smoking, leaking fluids) or caused or exacerbated by the continued operation of the Vehicle while in a failed state or failing condition.
14. Damage, failure, Breakdown, loss or expense ordinarily covered by a primary carrier insurance policy (including personal property, comprehensive or uninsured motorist coverage).
15. Damage, failure or Breakdown covered by a manufacturer's warranty, state required warranty, Dealer warranty or a repair facility's guarantee (regardless of whether such warranty or guarantee is being honored).
16. Damage, failure or Breakdown ordinarily covered by the manufacturer's warranty but denied because (a) the warranty is not valid in the U.S. or Canada; (b) the warranty has been voided prematurely by the manufacturer; (c) the manufacturer is out-of-business; or (d) of any other circumstance where the manufacturer cannot or will not honor its warranty.
17. Damage, failure or Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense.
18. Damage, failure or Breakdown to any components that are not original equipment supplied by the manufacturer.
19. Damage, failure or Breakdown and/or subsequent repair(s) occurring outside of the continental United States of America, Alaska, Hawaii or Canada.
20. Damage, failure or Breakdown of any part if the odometer or hour meter (if applicable) is inoperative or has been tampered with or has been disconnected subsequent to Your purchase of Vehicle.
21. Damage, failure or Breakdown if the Vehicle is used commercially for business enterprise, trade, profession or occupation and or a Vehicle used for construction purposes, route work, mobile repair services, delivery, commercial towing, commercial farm operation, volunteer public service(s), commercial snow plowing, rental, livery, taxi, Uber, Lyft, or similar services, any type of emergency Vehicle, a Vehicle used by a governmental agency including military, fire or police departments or a Vehicle used for competitive driving or racing or competitive off-road driving or racing.
22. Damage, failure or Breakdown caused by towing a trailer or another Vehicle unless the Vehicle is equipped for towing as recommended by the manufacturer.
23. Damage, failure or Breakdown of any part which the United States Environmental Protection Agency (EPA) has determined to be emission related, which is included on a current list published by the EPA of such parts, and which is within the EPA time and mileage emissions warranty period.
24. Damage, failure or Breakdown if the Vehicle is not certified for sale within the United States or Canada at the time of its manufacture or if its title has been branded as rebuilt, salvage, irreparable, total loss or junk.

25. Failures resulting from modifications, alterations, or installations not approved or recommended by the Vehicle manufacturer.
26. Fees or expenses charged for shop supplies or for the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials or for storage, freight and/or core charges.
27. Damage, failure or Breakdown caused by carbon seized pistons or piston rings or coking of pistons or rings, valve grinding or valve replacement or incorrect spark plugs. Piston or piston ring replacement to raise the engine compression is not covered.
28. Damage, failure or Breakdown of the engine or transmission/drive axle caused by water ingestion from a source external to the assembly (e.g. creeks, floods, etc.) including water or other fluid being ingested through the engine's air intake system.
29. The cost of fluids and/or filters unless required to complete repairs associated with a claim covered by this Contract.
30. The cost of diagnosis, disassembly and/or assembly in connection with a claim not covered by this Contract.
31. Repair of cosmetic imperfections of any kind.
32. Any of the following parts except as covered in the VALUE Motorcycle or COMPLETE (Motorcycles Only): Antenna, mirrors; Audio systems, speakers and wiring; cellular telephone or GPS systems; Battery (except for selected coverage); fuses, and fusible links; Belts, hoses, lines, clamps and grommets; Brake pads and rotors, clutch discs and linings; Shock absorbers; Trailer hitches, Body parts, structural framework; non-permanent attaching parts; windshield, and windshield mounts, and windshield wiper Blades; Exhaust system rust or discoloration; Fairing (except as specified in VALUE Motorcycle under Covered Parts); Trim, moldings, upholstery, and paint; Welds; Filters, housings and thermostat; Final drive chain or belt, and dry clutch; Frame (except integral oil/fuel tanks); Glass, glass framework, lenses, sealed beams, and light bulbs; Mufflers or baffles; Sidecar (except as specified in VALUE Motorcycle under Covered Parts); spark plugs and spark plug wires; Fastening adhesives; Tires, Wheels, and spokes; Nuts, bolts, fasteners; Snowplow blade (including attachment hardware and mechanisms); Winches.
33. Any maintenance services specified in the Vehicle owner's manual and/or any service listed herein: Scheduled maintenance services, and storage and winterization services; Cleaning of fuel and/or cooling systems; Replacement or addition of fluids, lubricants or additives; Cleaning of fuel and/or cooling systems; Surfacing of cylinder heads; Engine tune-up or Transmission service; Wheel balancing or spoke adjustment; Alignment or adjustment of parts, unless necessary in connection with a breakdown repair; Alignment or adjustment of parts, unless necessary in connection with a breakdown repair; Ignition/fuel system adjustments and calibrations; Correction of water or air leaks, squeaks, rattles or wind noise.

VIII. TRANSFER OF THIS AGREEMENT

In the event that **You** sell the **Vehicle**, this **Agreement** will terminate, or **You** may apply for a transfer to the new owner. If **You** choose to apply for transfer of the **Agreement** to the new owner the transfer request must be made in writing within thirty (30) days from the date of sale to a private party (non-commercial party) and include the following: (1) A check for a fifty-dollar (\$50) transfer fee; (2) A copy of the **Registration Page** of this **Agreement**; (3) A signed affidavit stating the date of sale, the mileage at sale and the new owner's name, address and telephone number.

If **You** do not request the transfer of the **Agreement** to the new owner, the **Agreement** will terminate. To receive a refund of the unearned **Agreement Price** **You** must: (1) notify **Us** in writing within thirty (30) days of the sale; and (2) provide a signed affidavit stating the date of the sale. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts.

The **Agreement** may not be assigned separately from the **Vehicle**, nor can it be assigned to a New or Used vehicle Dealership or anyone other than an individual person that purchased **Your Vehicle**. This **Agreement** may only be transferred once. **IMPORTANT: This Agreement is not transferable to a Dealer or entity in the business of selling, trading or leasing Vehicles in any event.**

IX. CANCELLATION OF THIS AGREEMENT

You may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** including a copy of **Your Agreement**. During the first thirty (30) days from the **Agreement Purchase Date**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**. After the first thirty (30) days from the **Agreement Purchase Date**, **We** or the **Dealer/Seller** will refund **You** a pro rata refund of the **Agreement Purchase Price**, based on the term remaining of the **Agreement**, less any claims paid on **Your Agreement**, and less a fifty dollars (\$50) cancellation fee. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement Purchase Price**, less any claims paid on **Your Agreement**. If **Your Agreement** is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder to cancel this **Agreement**. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. Any cancellation, expiration or termination of this **Agreement**, including by **You** or **Us**, will not cancel, expire or terminate the Dispute Resolution/Arbitration Agreement and Class Action Waiver in Section XI of this **Agreement**, which will remain in effect (unless **You** opted out of the Arbitration Agreement and Class Action Waiver in a timely and proper manner).

X. INSURANCE STATEMENT

Our obligations under this **Agreement** are insured under an insurance policy issued by Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. If the **Obligor** fails to pay an authorized claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the term of this **Agreement**, **You** may submit **Your** claim directly to the applicable insurer at the above address for consideration.

XI. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You**, **We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of **Our Agreement** to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under **Agreement**, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration **Agreement**, including but not limited to

any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this **Agreement** to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Agreement**.

The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award in any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **You**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this **Agreement** or any other **Agreement**, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT. To opt out, **You** must send written notice to either: (1) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration/Class Action Waiver Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Dealer/Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

Privacy Policy: It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at www.fortegra.com.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

You agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the **Covered Vehicle**. Because of that separately stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the **Covered Vehicle**. **You** further agree and acknowledge that **We**, the **Administrator/Obligor** under this **Agreement**, are not the supplier of the **Covered Vehicle**. Consequently, this **Agreement** is not a "written warranty" under the Federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

LIMITATION OF LIABILITY: THIS **AGREEMENT** SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE **OBLIGOR** NOR THE PROGRAM **ADMINISTRATOR** SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE **OBLIGOR** NOR THE PROGRAM **ADMINISTRATOR** AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

XII. STATE REQUIREMENTS AND DISCLOSURES

COLORADO: Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the Provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company.

MISSOURI: CANCELLATION section is amended to add the following: If **We** cancel the **Agreement**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The applicable free-look time period on this **Agreement** will only apply to the original **Agreement** purchaser. If **You** cancel this **Agreement** within the first thirty (30) days and no claim has been made, the **Agreement** is void and **We** or the **Dealer/Seller** will refund **You** or credit to **Your** account 100% of the **Agreement Purchase Price**. If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within sixty (60) days of the original **Agreement Purchase Date**, **You** will receive a refund within forty-five (45) days of return of this **Agreement** to **Us**; otherwise a ten percent (10%) penalty per month will be added to a refund. Obligations of the provider under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement** holder is entitled to make a claim directly against the insurance company.

NEBRASKA: ARBITRATION section is deleted in its entirety and replaced with the following:

Any claim or dispute in any way related to this **Agreement**, by a person covered under this **Agreement** against **Us** or **Us** against a person covered under this **Agreement**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision will be subject to the following:

- a) No arbitrator shall have the authority to award punitive damages or attorney's fees;
- b) Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c) No arbitration shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

OKLAHOMA: Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association. For towing service, contact Auto Knight Motor Club, Inc. 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (844) 870-4881.

CANCELLATION section is amended as follows: **You** may cancel this **Agreement** by submitting a written request to the **Dealer/Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the **Agreement Purchase Date**, and no claim has been authorized or paid, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement Purchase Price**. After the first thirty (30) days from the **Agreement Purchase Date**, or if a claim was made within the first thirty (30) days, **We** or the **Dealer/Seller** will provide a refund of ninety percent (90%) of the unearned pro-rata premium, less the cost of service provided under this **Agreement**. **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of the **Agreement Purchase Price**, or if the **Vehicle** is determined to be ineligible for coverage. If **We** cancel this **Agreement**, **We** or the **Dealer/Seller** will refund **You** 100% of the **Agreement Purchase Price**, less the cost of service provided under this **Agreement**. ARBITRATION section is amended as follows: While arbitration is mandatory, the outcome of any arbitration will be non-binding on the parties, and either party will, following arbitration, have the right to reject the arbitration award and bring suit in district court.

TEXAS: If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days after return of the **Agreement** to **Us**. If a covered claim is not paid within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may file a claim directly with Lyndon Southern Insurance Company. If **We** cancel this **Agreement** for any reason other than non-payment of the **Agreement Purchase Price** or material misrepresentation by **You** to **Us**, **We** will mail a written notice of cancellation to **You** at the last known address before the fifth day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.